

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Rasky Baerlein Strategic Communications, Inc. 70 Franklin Street, 3rd Floor Boston, MA 02110		2. Registration No. 6100						
3. Name of Foreign Principal Province of Alberta - Ministry of International and Intergovernmental Relations	4. Principal Address of Foreign Principal 12th Floor, Commerce Place 10155-102 Street Edmonton, AB, CANADA T5J 4G81							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Ministry of International and Intergovernmental Relations								
b) Name and title of official with whom registrant deals David Manning, Alberta's Representative in Washington								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
April 02, 2013	David Tamasi, Senior Vice President	/s/ David Tamasi eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Rasky Baerlein Strategic Communications, Inc.	6100

3. Name of Foreign Principal

Province of Alberta - Ministry of International and Intergovernmental Relations

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will conduct research and analysis for the Principal, counsel the Principal on key issues in the bilateral relationship and conduct outreach on behalf of the Principal to the US Congress, Executive branch, media and other U.S. institutions.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide strategic advice to the Principal on how to enhance the Principal's web presence in the U.S.
Registrant will also assist in communicating priority issues and promoting the Principal's energy and environmental positions to the Executive and Legislative branches of government as well as other U.S. institutions.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will reach out and engage the U.S. Administration and key Senate and Congressional committees to promote Alberta's energy and environment position.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 02, 2013	David Tamasi, Senior Vice President	/s/ David Tamasi eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

GENERAL SERVICES CONTRACT (GSC)

Agreement made as of the 15 day of March, 2013

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, AS REPRESENTED BY THE
MINISTER OF INTERNATIONAL AND INTERGOVERNMENTAL RELATIONS (HEREINAFTER CALLED THE
"MINISTER")

AND Rasky Baerlein Strategic Communications
(HEREINAFTER CALLED THE "CONTRACTOR")

Address: 601 13th Street, NW Suite 360 North Washington, DC 20005

IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor will undertake the following services in a manner consistent with the Code of Conduct and Ethics administered by the Department:
 - a) Review, analyze and provide recommendations on how to enhance Alberta's web presence and materials to better speak to a U.S. audience and identify potential websites to advertise Alberta's key messages.
 - b) Provide full briefing on U.S. administration's current position on US energy and environment strategy and how it'll affect Alberta in the short and long term.
 - c) Reach out and engage U.S. Administration, key Senate and Congressional committees to promote Alberta's energy and environment position.
 - d) Develop and implement a strategic outreach plan through the remainder of the anticipated Keystone XL permit application period.
2. The Contractor will commence work on March 15, 2013 and shall complete the work by June 15, 2013
3. In consideration of the satisfactory performance of this Agreement, the Minister shall pay to the Contractor a sum not to exceed \$ 125,000 payable upon receipt of a detailed invoice in accordance with the following terms:
 - A) \$25,000 for receipt of deliverable 1a above. B) \$25,000 for receipt of deliverable 1b above.
 - C) \$25,000 for receipt of deliverable 1c above. D) \$50,000 for receipt of deliverable 1d above.
4. The representative of the Minister (Contract Manager) for the purposes of this Agreement is:
David Manning Alberta's Representative in Washington
(name) (title)
5. All notices and invoices shall be given in writing, and addressed to the representative of the Minister at the following address:
REPRESENTATIVE: David Manning Canadian Embassy 501 Pennsylvania Ave NW Washington, DC
6. This Agreement shall incorporate the terms and conditions set out on the reverse side of this form and, where applicable, any attachments referred to in this Agreement (list attachments):
n/a

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY
THE MINISTER OF INTERNATIONAL AND
INTERGOVERNMENTAL RELATIONS

David Manning
Signature

David J. Manning, Representative to U.S.
Print name and title

CONTRACTOR:

PER:

Joseph T. Baerlein
Signature

Joseph T. Baerlein President
Print name and title

Rasky Baerlein Strategic Communications, Inc.

Witness

Print name

Terms and Conditions

- 1 **Entire agreement - Effective date**
 - 1.1 This Agreement sets out the entire agreement between the Contractor and the Minister. No other agreement exists between the two parties except what is written in this Agreement.
 - 1.2 This Agreement is not binding and does not obligate the parties to perform work or make payments of any kind until both parties have signed this Agreement.
- 2 **Responsibilities of Contractor**
 - 2.1 The Contractor warrants that the Contractor is properly qualified, licensed, equipped and financed to provide the Services.
 - 2.2 The Contractor shall provide the Services during the Term:
 - (i) according to the terms and conditions of this Agreement,
 - (ii) personally, or using only competent employees,
 - (iii) according to generally accepted standards of competency in the field of endeavour associated with the Services and all applicable professional standards,
 - (iv) in close liaison with the Minister's representatives.
 - 2.3 The Contractor shall ensure that the Contractor's employees, officers, and agents, as applicable, comply with the terms and conditions of this Agreement.
 - 2.4 The Contractor and its employees, contractors and agents do not become employees of the Government of Alberta through their activities under this Agreement.
- 3 **Payments**
 - 3.1 Subject to clause "3" on the front of this Agreement, (i) if the Minister is satisfied with the Contractor's performance of the services, and (ii) expenses claimed by the Contractor are at the rates and costs set out in section 5.1 and are supported by proper receipts, payments to the Contractor will be made within 30 days of receipt of the Contractor's invoice. Invoices must include a separate entry for charges for services performed, an hourly breakdown of services, if applicable, and expenses incurred by the Contractor.
- 4 **Withholdings and security for performance**
 - 4.1 Payments made to the Contractor are subject to:
 - (i) withholding and other Canadian tax laws, and
 - (ii) at the Minister's discretion, withholding of up to 15% of any invoice amount for the purpose of providing security for completion of the services.
- 5 **Expenses**
 - 5.1 The Contractor must obtain the written approval of the Minister prior to incurring expenses.
- 6 **No federal taxes payable by the Minister**
 - 6.1 The Minister will not pay or reimburse the Contractor for any federal tax on goods or services provided to the Minister under the terms of this Agreement.
- 7 **Statements, invoices and accounts**
 - 7.1 The Contractor must:
 - (i) keep statements, invoices, accounts, receipts and other records of the costs and expenses incurred in performing the services including all payroll records, and other documents relating to such costs and expenses for a period of seven years; and
 - (ii) on demand, permit the Minister to examine, audit and take copies or extracts from the accounts, records or documents for the purpose of verifying either performance of services or expenses incurred under this Agreement.
- 8 **Evaluation**
 - 8.1 The Contractor shall permit any representative of the Minister to evaluate the Services through:
 - (i) on-site visits,
 - (ii) observation of the Services in progress,
 - (iii) access to the records maintained under section 7.1, and
 - (iv) oral or written communications with the individuals provided with the Services, or employees, officers or agents, as applicable, of the Contractor, or all of them.
 - 8.2 The Contractor shall cooperate with the Minister in the completion of any evaluation and shall revise the Services as directed by the Minister.
- 9 **Reduction of Services and Termination**
 - 9.1 The Minister may terminate this Agreement, without cause and on written notice, by giving the Contractor ten days notice in writing.
 - 9.2 The Minister, on written notice to the Contractor, may reduce the scope of the Services.
 - 9.3 If this Agreement is terminated under section 9.1, or the scope of the Services is reduced under section 9.2, and the Contractor has incurred costs directly related to the Services over which the Contractor had no reasonable control, the Minister, at the Minister's discretion, may pay the Contractor for those costs.
 - 9.4 If the Agreement is terminated under section 9.1, the Minister shall pay the Contractor, on receipt and acceptance by the Minister of an invoice, for any portion of the Services provided to the Minister's satisfaction as of the effective date of termination.
- 10 **Conflict of interest**
 - 10.1 As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to the performance of this Agreement, the Contractor must give notice of the interest to the Minister. Once obligated to give notice of personal interest, the Contractor may not commence nor continue the services until instructed to do so by the Minister. If, in the opinion of the Minister, a conflict of interest warrants such action, the Minister may give notice of termination of this Agreement to the Contractor.
- 11 **Contractor's obligation regarding confidentiality**
 - 11.1 The Contractor agrees to keep strictly confidential all materials and information acquired under this Agreement. The Contractor must not use or disclose the materials or information in any manner to third parties without the written consent of the Minister.
- 12 **Amendments**
 - 12.1 This agreement may only be amended by the written consent of both parties.
- 13 **Ownership and Copyright**
 - 13.1 Ownership of any work, information or materials, regardless of form, and including any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, its employees or agents shall vest in the Minister and the Contractor shall retain no right, title or interest in them.
 - 13.2 Where applicable, the Contractor agrees to obtain permission to use copyright materials, which the Contractor has reproduced and incorporated into the items referred to in section 13.1, and to provide the Minister with copies of these written permissions.
 - 13.3 The Contractor irrevocably waives in whole all moral rights and shall ensure that the Contractor's employees and agents irrevocably waive in whole all moral rights in respect of the original materials developed or acquired under this Agreement and declares that these waivers shall operate in favour of the Minister and the Minister's assignees and licensees.
 - 13.4 At any time during this Agreement or on the termination or conclusion of this Agreement, the Minister may require that the Contractor return to the Minister any materials created, obtained or maintained by the Contractor, or provided by the Contractor for use in providing the services. On receipt of notice to return these materials, the Contractor shall return them promptly to the Minister at the Contractor's expense.
- 14 **Hold Harmless and Liability**
 - 14.1 The Contractor agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor or the Contractor's employees or agents. This hold harmless provision shall survive this Agreement

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- 15 **Occupational Health and Safety - Workers' Compensation**
 - 15.1 The Contractor will comply with the Occupational Health and Safety Act and the Workers' Compensation Act. On request, the Contractor will provide the Minister with a certificate from the Workers' Compensation Board showing the Contractor is registered and is in good standing with the board, if applicable.
- 16 **General Liability Insurance**
 - 16.1 The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
 - 16.2 Evidence of the insurance required in section 16.1 in a form acceptable to the Minister will be provided to the Minister on the Minister's request.
- 17 **No assignment or subcontracting**
 - 17.1 No part of this Agreement or the Services may be assigned or subcontracted without the prior written consent of the Minister.
- 18 **Freedom of Information and Protection of Privacy**
 - 18.1 The contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records relating to, or obtained, created or collected under this contract.
- 19 **Lobbyist Act**
 - 19.1 The contractor acknowledges that the *Lobbyist Act* establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyist Act*; and it is responsible for complying with the *Lobbyist Act* during the contract.
- 20 **Dispute Settlement**
 - 20.1 The Parties agree to use their best efforts to resolve any disputes arising between them as reasonably, efficiently and cost-effectively as possible.
 - 20.2 At all relevant times, the Parties will:
 - (i) try to resolve all disputes by negotiations, in good faith and acting reasonably, ensure their representatives will meet, negotiate in good faith, acting reasonably and try to resolve disputes without litigation, controversy or any claim arising from this agreement, or breach of it, and
 - (ii) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
 - 20.3 If a dispute cannot be resolved through negotiations under section 20.2 the parties agree to participate in mediation with a mutually acceptable mediator.
 - 20.4 The parties will share the cost of the mediator equally and bear their own costs of mediation.
 - 20.5 If the parties cannot agree on a mediator they will accept the appointment of a mediator by the President or Executive Director of the Alberta Arbitration and Mediation Society to arrange for mediation.
 - 20.6 The parties agree that any efforts to resolve their dispute by negotiations under section 20.2 or with the assistance of a mediator, at any time during or after the term of the agreement, does not suspend the expiration of any time limitation for taking any act under the agreement unless the parties have specifically agreed in writing to waive or vary that time requirement.
 - 20.7 Unless otherwise instructed by the Minister or delegate in a notice, the Contractor will continue to carry out its obligations under and in accordance with any proceedings under this section.
- 21 **General**
 - 21.1 If any provision of this Agreement is found to be or deemed to be illegal or invalid, the remainder of this Agreement is not affected.
 - 21.2 This Agreement is governed by the laws of the Province of Alberta.